

TERMS & CONDITIONS FOR 19kg TOP LOAD WASHER WITH ECOBUBBLE™ PROMOTION

Please read these Competition terms and conditions (“Terms and Conditions”) carefully. Participation in this Competition will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this Competition. Please refer to this website for the current Terms and Conditions for this Competition: <https://www.samsung.com/za/offer/>

All participants during the period of this Competition agree to be bound by the following Terms and Conditions:

1. Competition:

Samsung 19kg Top load Washer with Ecobubble™ and Galaxy Fit3 Bundle promotion (“Competition”). The organizer of the Competition is Samsung Electronics South Africa (Proprietary) Limited, Registration number: 1994/003872/07 and/or its agencies (“Organiser”).

2. Competition Period:

- 2.1. The Competition will run from **12 April 2024** (07h00) to **05 May 2024** (23h59) (“the Competition Period”).
- 2.2. The Competition Period may be extended or curtailed at the discretion of the Organiser

3. Who may enter:

- 3.1. All participants must:
 - 3.1.1. be citizens of the Republic of South Africa and/or a legal residents of the aforesaid country,
 - 3.1.2. must be currently residing in the Republic of South Africa at the date of the commencement of the Competition Period,
 - 3.1.3. must be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Competition Period.
- 3.2. Participation in this Competition **excludes** the Organiser, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with the Competition and their spouses, life partners, parents, children, siblings, business partners or associates.

4. How to enter

- 4.1. The participant must:
 - 4.1.1. Be a participant in terms of clause 3.1;
 - 4.1.2. Purchase Samsung 19kg Top load Washer with Ecobubble™, model number WA19CG6745BVFA from participating retailers and stockist.

4.1.3. Participating retailers and stocking are; Hirsch, Makro, ISER, Game and Samsung e-store

4.1.4. Have registered on <https://www.samsung.com/za/offer/> Samsung.com

4.1.5. Redeem Samsung Galaxy Fit3 on <https://www.samsung.com/za/offer/>

- 4.2 Entry to this Competition does not make any participant a winner.
- 4.3 The Organizer accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.
- 4.4 Errors and omission may be accepted at the Organizer's sole discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 4.5 It is the participant's responsibility to ensure that any information that you provide to the Organizer is accurate, complete and up to date.

5. The Offer

5.1.1 **Participants will receive a Samsung Galaxy Fit3 when they purchase the Samsung 19kg Top load Washer with Ecobubble™**

- 5.2 The offer is not transferable. No substitution, cash redemption, or assignment of the voucher is permitted.
- 5.3 The Organizer reserves the right to change the offer should they deem necessary, to a offer of similar economic value.
- 5.4 The offer may differ from that shown on the promotional material with regard to colour and specs.
- 5.5 The offer shall be subject to stock availability and in the event of no stock being available the Organizer in its sole discretion shall determine a suitable replacement in accordance with the Terms and Conditions.

6 Can I enter more than once?

- 6.1. The Competition is limited to one entry per participant/ persons.
- 6.2. Should there be any dispute in this regard, the Organiser shall be sole adjudicator of the dispute and the Organiser's decision shall be final.

7. Redemption:

- 7.1.1. The customer needs to buy the 19kg Top load Washer with Ecobubble™ at the full offer price
- 7.2. Upon successful purchase, the customer can visit <https://www.samsung.com/za/offer/>
- 7.3. The Customer must complete the redemption form and upload all required documents
- 7.4. An email will be shared once evaluation has been successful
- 7.5. The customer to receive the Galaxy Fit3 within 7 to 14 working days upon successful redemption
- 7.5.1. Customer gets 30 days to claim Galaxy Fit3. Redeem by 5 June 2024

8. SAMSUNG ONLINE STORE PROMOTION CODE AND/OR VOUCHER TERMS AND CONDITIONS:

- 8.1. In the event that you are issued with a Samsung Online Store Promotion Code and/or Voucher ("**Promotion Code and/or Voucher**") as a Prize for a Samsung Competition the following terms and conditions shall apply, every Promotion Code and/or Voucher:
- 8.1.1. has a unique voucher code which has been assigned to you (the "**Intended Recipient**" or "**You**"). The Intended Recipient will be determined differently based on the type of Samsung Competition;
 - 8.1.2. is for the amount specified on the digital communication provided to You by way of either electronic mail, SMS or on the Competition Specific Material, to be redeemed only on the Samsung Online Store and not in any physical Samsung branded stores or any affiliate stores or websites which sell Samsung products;
 - 8.1.3. may only be redeemed by the Intended Recipient upon reasonable evidence of their identity being confirmed through the creation of a user account on the Samsung Online Store or such other valid form of identity document as may be requested by Samsung and/or the Samsung Online Store;
 - 8.1.4. **cannot be used after expiration of the Promotion Code and/or Voucher;**
 - 8.1.5. shall be limited to a **one-voucher-per-purchase basis**. This means that the Promotion Code and/or Voucher **may not be aggregated** in respect of the purchase of any item. For example, if the stated price of an item exceeds the amount of the Promotion Code and/or Voucher, then **You must pay the balance in order to purchase that item and may not use other Promotion Codes and/or Vouchers in respect of that item;**
 - 8.1.6. may be used towards purchases of more than the value of the Promotion Code and/or Voucher where the Intended Recipient pays the balance using one of the accepted methods of payment on the Samsung Online Store;
 - 8.1.7. **CANNOT BE TRANSFERRED OR ASSIGNED IN ANY MANNER TO ANY PERSON BY THE INTENDED RECIPIENT;**
 - 8.1.8. is not redeemable for cash; and
 - 8.1.9. is valid and may only be redeemed within a period of **3 (three) months from the date of issuing of the Promotion Code and/or Voucher** to the Intended Recipient (the "**Promotion Code and/or Voucher Date**"). Should there be any dispute, Samsung shall determine the Promotion Code and/or Voucher Date according to its records and this date will be final and binding on You. Once the **3 (three) month period has elapsed, the Voucher will have expired automatically and the Promotion Code and/or Voucher code will no longer be valid on the Samsung Online Store;**
- 8.2 **ONCE-OFF PURCHASE AND FORFEITURE: THE SAMSUNG PROMOTION CODE AND/OR VOUCHER WILL BE VALID FOR A ONCE-OFF PURCHASE ONLY. THE PARTICIPANT MUST USE THE FULL VALUE OF THE SAMSUNG PROMOTION CODE AND/OR VOUCHER WHEN MAKING THE ONCE OFF PURCHASE. ANY BALANCE REMAINING AFTER THE ONCE-OFF PURCHASE, WILL BE FORFEITED;**
- 8.3 Samsung shall endeavour to replace any damaged or defective goods purchased using the Promotion Code and/or Voucher in accordance with the provisions of the Consumer Protection Act. Other than in respect of damaged, defective or unsafe goods or for any other lawful reasons provided in the Consumer Protection Act, no refunds are permissible for any item(s) purchased with the Promotion Code and/or Voucher; provided that to the extent that a refund is permissible, You will be issued with a replacement Promotion Code

and/or Voucher (with the same Promotion Code and/or Voucher Date) and a refund of any cash amount contributed by You;

- 8.4 By making use of the Promotion Code and/or Voucher, You acknowledge that You have read, understood and agree to the terms and conditions set out herein and the terms and conditions of the Samsung Online Store;
- 8.5 **The Promotion Code and/or Voucher is for the exclusive use of the Intended Recipient;**
- 8.6 You will not attempt to transfer or permit any other person to use the Promotion Code and/or Voucher;
- 8.7 **THE PROMOTION CODE AND/OR VOUCHER MAY ONLY BE REDEEMED WITHIN 3 (THREE) MONTHS FROM DATE OF ISSUE.**

9. Limitation of Liability:

- 9.1 To the extent permitted by Consumer Protection Act No 68 of 2008 (“the Consumer protection Act”) and any other applicable law:
 - 9.1.1 The participant and/or winner(s) hereby indemnifies the Organiser against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participant’s entrance to the Competition.
 - 9.1.2 The Organiser excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).

10 General:

- 10.1 The Organiser reserves the right, at any time, to verify the validity of entries and participants (including but not limited to a participant’s identity, age and place of residence) and to disqualify any participants who submit an entry that is not in accordance with these Terms and Conditions and/or who tampers with the entry process.
- 10.2 In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Competition will be disclosed or used by the Organiser for any purposes other than for entry into the Competition.
- 10.3 Participants acknowledge and accept that the Organizer may utilize a third party (the “Organiser’s authorized agent/s”) to contact the participant, in the event that the participant is a winner, and to arrange delivery of the Prize if applicable. In order to affect the contacting and delivery process, the Organiser’s shall provide the participant’s information to such third party.
- 10.4 The Organiser will not use details of participants for Samsung related communication should the participants opt-out to receive further communication from the Organiser.
- 10.5 Information regarding the Competition that is published on authorized advertising material will also form part of the Terms and Conditions of the Competition. In the event of any conflict

between such advertising material and these Terms and Conditions, these Terms and Conditions shall prevail.

- 10.6 The Organiser may require the winner and the winner agrees by entering the Competition (at no cost), to be identified, photographed, filmed and the foregoing to be published in any media and the winner's name and image may be published on <https://www.samsung.com/za/offer/>
- 10.7 Winners may however at any time decline the use of their name, likeness or image by the Organiser.
- 10.8 The Organizer may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on the Organizer's website <https://www.samsung.com/za/offer/> .
- 10.9 The onus rests on the participant to constantly check the Organizer's website for updates to the Terms and Conditions.
- 10.10 If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organiser reserve the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any participant; or (b) to modify, suspend, terminate or cancel the Competition as appropriate, subject to the approval of relevant regulatory authorities (if required).
- 10.11 Save as permitted by Law, the Organiser reserves the right to cancel, suspend or terminate this Competition, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on the Organiser's website <https://www.samsung.com/za/offer/> No liability shall lie against the Organiser in favor of any participant, winner(s) and/ or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organiser.
- 10.12 Any dispute or claim arising out of or in connection with the Competition shall be governed by and construed in accordance with the laws of South Africa.
- 10.13 The Organiser reserves the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.
- 10.14 The Organiser accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of Prize on route to winner/s by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 10.15 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 10.15.1 It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;

10.15.2 It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

11 Consumer Protection Act:

11.1. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

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